

Resolution No. 2003- 070

AUTHORIZING AN AMENDMENT TO THE AGREEMENT WITH BRUNSWICK TRANSIT ALTERNATIVE FOR THE APPORTIONMENT AND PASS THROUGH OF FEDERAL TRANSIT ACT, SECTION 5307, FUNDS ALLOCATED TO THE CLEVELAND URBANIZED AREA.

WHEREAS, Resolution No. 1987-166 authorized the General Manager to execute a contract with and to pass through administratively reserved formula funds to the City of Brunswick on behalf of Brunswick Transit Alternative; and

WHEREAS, the executed agreement between the Greater Cleveland Regional Transit Authority and the City of Brunswick references the former name of the Federal Transit Administration, the Urban Mass Transportation Administration (UMTA); and

WHEREAS, the 2000 Census data indicates the need to revise the apportionment of funds between the Greater Cleveland Regional Transit Authority and Brunswick Transit Alternative; and

WHEREAS, the City of Brunswick has provided the Greater Cleveland Regional Transit Authority with its CY 2003 Budget.

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the Greater Cleveland Regional Transit Authority:

Section 1. That Section 2 of the executed agreement be amended to read as follows:

The amount of funds allocated to the Brunswick Transit Alternative (City of Brunswick) projects in GCRTA's application or administratively reserved shall be calculated on the basis of data provided by the Federal Transit Administration for Section 5307 apportionment. This includes National Transit Database, Census and Unit Values data.

Section 2. That Section 6 of the executed agreement be amended to read as follows:

If the Brunswick Transit Alternative determines that it wishes to draw upon the available administrative reserve from the Greater Cleveland Regional Transit Authority, without being part of an FTA application, it may draw up to \$210,000 during the CY 2003 (ending December 31, 2003). During any year thereafter, Brunswick Transit Alternative may draw from the Authority the total funds available in the administrative reserve for eligible activities.

Section 3. That all references in the agreement to the Urban Mass Transportation Administration (UMTA) shall be changed to the Federal Transit Administration (FTA).

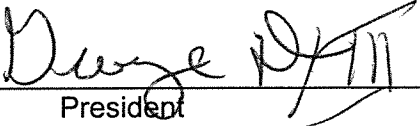
Section 4. That all other terms and conditions of the executed agreement remain the same.

Section 5. That the General Manager/Secretary-Treasurer shall forward a copy of this resolution to the City of Brunswick and the Federal Transit Administration.


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Section 6. That this resolution shall become effective immediately upon its adoption.

Adopted: May 20, 2003



President

Attest: 

CEO, General Manager/Secretary-Treasurer



Greater Cleveland Regional Transit Authority
STAFF SUMMARY AND COMMENTS

0-3

TITLE/DESCRIPTION: AUTHORIZING AN AMENDMENT TO THE AGREEMENT WITH BRUNSWICK TRANSIT ALTERNATIVE FOR THE APPORTIONMENT AND PASS THROUGH OF FEDERAL TRANSIT ACT, SECTION 5307, FUNDS ALLOCATED TO THE CLEVELAND URBANIZED AREA.	Resolution No.: 2003-070
	Date: May 15, 2003
	Initiator: Programming & Planning
ACTION REQUEST: <input checked="" type="checkbox"/> Approval <input type="checkbox"/> Review/Comment <input type="checkbox"/> Information Only <input type="checkbox"/> Other _____	

1.0 PURPOSE/SCOPE:

This action will allow the Authority to amend the existing agreement with Brunswick Transit Alternative (City of Brunswick) for the apportionment and pass-through of Federal Transit Act, Section 5307 funds.

2.0 DESCRIPTION/JUSTIFICATION:

The Greater Cleveland Regional Transit Authority is the primary designated recipient for Federal Transit Act, Section 5307 funds allocated to the Cleveland Urbanized Area. Portions of the CUZA are situated outside of the territorial boundaries of Cuyahoga County. Those areas are serviced by Laketran, Akron Metro, Lorain County Transit, Portage Area RTA and Brunswick Transit Alternative.

The 2000 Census data indicates the need to revise the apportionment of funds between the GCRTA and Brunswick Transit Alternative (BTA).

The existing agreement with BTA for the apportionment and pass-through of funds is being revised to accommodate the apportionment change due to the 2000 Census. In addition, in the agreement reference to the Urban Mass Transportation Administration (UMTA) will be changed to the Federal Transit Administration.

The BTA share of the annual allocation is 0.845% of the total allocation. GCRTA shall apply to FTA on behalf of the BTA share. For FFY 2003, the anticipated BTA share is \$218,416.

3.0 PROCUREMENT BACKGROUND: Does not apply.

4.0 AFFIRMATIVE ACTION/DBE BACKGROUND: Does Not Apply.

5.0 POLICY IMPACT: Does not apply.

6.0 ECONOMIC IMPACT:

GCRTA will continue to apply for and receive its portion of the funds allocated to the Cleveland Urbanized Area. GCRTA will continue to pass-through funds to BTA as determined by BTA participation in grant applications or as determined by BTA's annual Budget.

7.0 ALTERNATIVES:

Do not authorize the amendment to the agreement. This would not allow BTA to receive its share of the funds allocated to the CUZA.

8.0 RECOMMENDATION:

It is recommended that the Resolution for the amendment to the Agreement with BTA (City of Brunswick) for the apportionment and pass-through of funds allocated to the Cleveland Urbanized Area be approved.

9.0 ATTACHMENT:

Resolution 1987-166

Agreement

Recommended and certified as appropriate to the availability of funds, legal form and conformance with the Procurement requirements.



CEO, General Manager/Secretary-Treasurer

RESOLUTION NO. 1987- 166

AUTHORIZING THE GENERAL MANAGER EXECUTE A
CONTRACT WITH AND TO PASS THROUGH
ADMINISTRATIVELY-RESERVED FORMULA FUNDS TO THE
CITY OF BRUNSWICK

WHEREAS, the Greater Cleveland Regional Transit Authority is the designated receiptier for federal Section 9 formula assistance to the Cleveland Urbanized Area, and the corresponding state share; and

WHEREAS, Resolutions Nos. 1977-153 and 1983-50 require the Greater Cleveland Regional Transit Authority to administratively-reserve the non-Cuyahoga County portion of such funds for transit operators outside of Cuyahoga County; and

WHEREAS, the City of Brunswick has applied for its share of the administratively-reserved funds.

NOW, THEREFORE, BE IT RESOLVED by the Greater Cleveland Regional Transit Authority, Cuyahoga County, Ohio:


Section 1. That the General Manager of the Greater Cleveland Regional Transit Authority is hereby authorized to pay \$240,555 of administratively-reserved funds to the City of Brunswick.

Section 2. That the General Manager is hereby authorized to execute an agreement with the City of Brunswick providing for the pass through of this financial assistance to the City of Brunswick.

Section 3. That the City of Brunswick shall provide its proportionate share of local funds, shall comply with financial, procurement and project management requirements, and shall indemnify the Greater Cleveland Regional Transit Authority for any misappropriation of the funds provided to it.

Section 4. That this resolution is effective immediately upon its adoption.

Adopted: July 27, 1987


President

Attest:


Secretary-Treasurer

AGREEMENT BETWEEN
THE GREATER CLEVELAND REGIONAL TRANSIT AUTHORITY
AND
THE CITY OF BRUNSWICK

This agreement is made between the Greater Cleveland Regional Authority (herein referred to as "GCRTA"), and the City of Brunswick (herein referred to as the Grantee), which term will include successors and assigns.

WHEREAS, GCRTA is a designated recipient for the receipt of federal formula financial assistance in the Cleveland Urbanized Area (CUZA) and is therefore eligible to apply for 100% of such funds available to the CUZA; and

WHEREAS, the Grantee is undertaking mass transportation projects (herein referred to as the "Projects") within the CUZA, outside the County of Cuyahoga, in the County of Medina; and

WHEREAS, the Grantee, is eligible for mass transit allocations from the Medina County portion of the CUZA, for the current Federal fiscal year and two previous years, and

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, this Agreement is made to provide for the administration and pass through of Federal financial assistance (hereinafter referred to as "Federal Grant") and of related administratively reserved and State equivalent funds, to set forth the terms and conditions upon which the Federal Grant will be made available and to set forth the agreement of the Parties as to the manner in which Projects will be undertaken, completed and used.

SECTION 1: Based upon mutual consent between the Grantee and GCRTA, GCRTA shall apply for part or all of the Medina County portions of the Federal-aid (UMTA) assistance, with the Grantee's projects made part, by specific line-item or reference where necessary for matching or administrative requirements, of the GCRTA application.

SECTION 2: The amount of funds allocated to the Grantee's projects in GCRTA's application shall be calculated in the same manner as the CUZA allocation is calculated at the Federal level. Population, population density, bus vehicle revenue miles, bus operating cost incentive, fixed guideway revenue miles, fixed guideway route miles, and fixed guideway operating cost incentive figures for the Grantee's portion of the CUZA shall be multiplied by the dollars assigned to each of the federal formula to yield the Grantee's sub-allocation.

SECTION 3: Should the CUZA allocation not be available at the time of GCRTA's application, including the Grantee's projects, thereby precluding the calculation of the Grantee's sub-allocation as per Section 2 above, the Grantee's sub-allocation for the previous year plus 20 percent shall be used as the Grantee's preliminary sub-allocation. This preliminary sub-allocation for the Grantee shall be adjusted once the CUZA allocation is available.

SECTION 4: Should the Grantee use less than its sub-allocation in any one year, GCRTA shall "administratively-reserve" the unspent funds for a period of two years beyond the year in which the funds first became available.

SECTION 5: The limits of the Grantee's cumulative line-items and projects within such a GCRTA application shall be the amount of the new allocation attributed to the Medina County portion of the CUZA.

SECTION 6: If the Grantee determines that it wishes to draw upon the available administrative reserve from GCRTA, without being part of an UMTA application, it may draw up to \$240,555 during the SFY 1988 (ending June 30, 1988). During any year thereafter, the Grantee may draw from GCRTA the total funds available in the administrative reserve.

SECTION 7: For any portion of the administrative reserve that is treated as "Federal-equivalent" dollars and for any portion of a GCRTA application which is attributable to the Grantee, the Grantee agrees to undertake and complete the projects and to provide for the use of the project equipment, as described in the application or administrative reserve request, as specified by the approved project budget, and in accordance with this Agreement and all applicable laws.

SECTION 8: For all Federal-aid (UMTA) funding applied for by GCRTA on behalf of the Grantee, GCRTA agrees to administer and to pass through the Federal funds pursuant to and in accordance with the terms of the applicable UMTA grant agreement and conditions.

SECTION 9: At the Grantee's request, a portion of the administrative reserve funds, held by GCRTA in the name of the Grantee, may be designated and used by the Grantee as "State-equivalent" matching funds up to the limits (matching percents) allowed by the Ohio Department of Transportation (ODOT), Division of Public Transportation, if state assistance is not made available to match any part of the administrative reserve used as Federal-equivalent funding.

SECTION 10: That Parties agrees that this constitutes the entire Agreement between the Parties hereto, that there are no agreements or understandings, implied or expressed except as specifically set forth below, and that all prior agreements and understandings, except as specified above, are merged into and contained in this Agreement. The Parties further agree that the resulting grant contract between GCRTA and UMTA is incorporated herein by reference as though fully set forth on these pages and further that the Grantee herein shall be fully

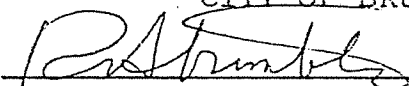
Obligated to make all the assurances and to abide by all conditions and obligations of a Grantee under these documents.

SECTION 11: The Grantee shall indemnify GCRTA and hold GCRTA harmless against any finding for recovery issued by UMTA or ODOT or any other agency of competent jurisdiction due to the Grantee's failure to comply with applicable rules and regulations.

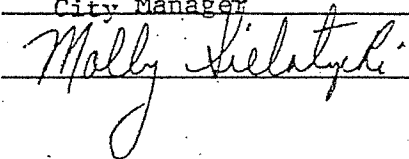
SECTION 12: The GCRTA shall indemnify the Grantee and hold the Grantee harmless against any finding for recovery issued by UMTA or ODOT or any other agency of competent jurisdiction due to the GCRTA's failure to comply with applicable rules and regulations.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be made, effective as of the 24th day of February, 1988, by their respective duly authorized officials.

CITY OF BRUNSWICK

BY: 

TITLE: City Manager

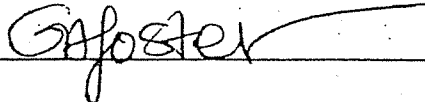
ATTEST: 

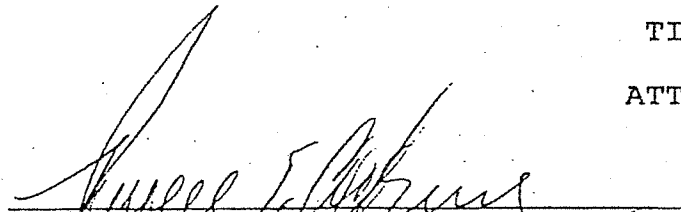

CITY OF BRUNSWICK LEGAL COUNSEL

GREATER CLEVELAND REGIONAL
TRANSIT AUTHORITY

BY: 

TITLE: _____

ATTEST: 


GREATER CLEVELAND REGIONAL
TRANSIT AUTHORITY LEGAL COUNSEL

SERVICES BETWEEN
NORTHEAST OHIO AREAWIDE COORDINATING AGENCY
AND
CITY OF BRUNSWICK TRANSIT ALTERNATIVE

THIS CONTRACT, entered into as of this day of AUG. 18, 1988, 1988, by and between CITY OF BRUNSWICK (hereinafter referred to as "BTA") and the NORTHEAST OHIO AREAWIDE COORDINATING AGENCY (hereinafter referred to as "NOACA"):

WITNESSETH THAT:

WHEREAS, the BTA wishes to institute community transit service, pursuant to State and Federal law; and

WHEREAS, the NOACA Areawide Policy Board consists of elected public officials, or public officials responsible to them within and for the five counties of Cuyahoga, Geauga, Lake, Lorain and Medina, for initiation, planning, execution and review of projects including, but not limited to, highways, public transportation facilities and services, airports, harbors and rail facilities as well as maintenance, support and comprehensive areawide planning in the region; and

WHEREAS, the BTA is responsible for ultimate development and operation of a transit system in the City of Brunswick; and

WHEREAS, both the State of Ohio and the Urban Mass Transportation Administration required cooperative agreements between Metropolitan Planning Organizations (NOACA) and the BTA to insure equitable and continuing Federal funds; and

WHEREAS, effective implementation of mass transportation depends upon appropriate cooperative planning for same; and

WHEREAS, NOACA maintains the capacity to perform planning and other operational functions for transit services, like those in the City, including long range elements and short range elements of transportation plans, and transportation improvement programs, development schedule, and other operational and management functions as may be necessary;

NOW, THEREFORE, BE IT RESOLVED that NOACA and the BTA mutually agree to enter into an agreement for assistance beginning January 1, 1988 and extending to December 31, 1988, as follows:

- I. Assistance to be provided by NOACA to the BTA shall involve the following:

1. Technical assistance for planning and operational management of the Brunswick Transit Alternative.
2. BTA agrees to pay upon receipt of necessary federal, state and local funds in an amount not to exceed \$32,500 for the completion of the project listed above.

II. In order to implement the intent of this contract providing for service:

1. NOACA shall maintain full-time professional transit planning staff, as necessary, to perform work as referenced in Section I of this agreement, in a timely and professional manner;
2. NOACA will provide monthly written progress reports to the BTA regarding projects undertaken pursuant to this Contract. Such reports shall list the completion of specific tasks, and work anticipated for the next month.
3. NOACA, upon reaching each major milestone in the course of project completion, shall submit to the Brunswick City Manager a written report presenting methodology and findings to date. The City Manager shall review and render official comment on these products within reasonable time in conformance with overall project schedule.
4. Work contemplated by this Contract will be performed by NOACA in accordance with all applicable Federal, State, and local laws, regulations and ordinances.
5. NOACA shall submit monthly invoices to the BTA for payment on work completed. Invoices shall include a listing of the project and the associated hours spent working on each project. In addition, costs for such ancillary items such as telephone, travel and graphics work will be specified.
6. The BTA shall pay NOACA invoice within thirty (30) calendar days of BTA's receipt of monies from the Greater Cleveland Regional Transit Authority. (GCRTA)

III. It is mutually agreed that this Contract is in force from the date of execution by both the BTA and NOACA until completion, as agreed mutually, currently contemplated to be up to one (1) 12-month period starting January 1, 1988 at a minimum, and may be modified or amended from time-to-time, by written agreement of both parties.

IN WITNESS WHEREOF, City of Brunswick and NOACA have executed this Contract as of the date first above noted:

ATTEST:

NORTHEAST OHIO AREAWIDE
COORDINATING AGENCY

Myhres BY *[Signature]*
8-18-88 Date FRED PIZZEDAZ, EXEC. DIR.

APPROVED AS TO LEGAL ADEQUACY
NOACA LEGAL COUNCIL

Date _____

ATTEST

CITY OF BRUNSWICK

By *[Signature]*
Date _____

APPROVED AS TO LEGAL ADEQUACY
CITY OF BRUNSWICK LEGAL COUNCIL

[Signature]
Date 6-20-88